



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



February 3, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74666
WITH SYSCON JUSTICE SYSTEMS CANADA LTD. AND SYSCON JUSTICE
SYSTEMS, INC., FOR CUSTOMIZATION AND IMPLEMENTATION OF THE JAIL
INFORMATION MANAGEMENT SYSTEM (JIMS) PHASE 1
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This Board letter serves to execute Amendment Number One (Amendment No. 1) to Agreement Number 74666 (Agreement) that will reflect an internal reorganization of Syscon Justice Systems, Ltd. and change its name to Syscon Justice Systems Canada Ltd. (Syscon Canada); and will add Syscon Justice Systems, Inc. (Syscon US) onto the Agreement jointly and severally with Syscon Canada as "Contractor"; and extends the current Agreement for one year. The current Agreement will expire on February 22, 2009, and this additional extension period will enable the Los Angeles County Sheriff's Department (Department) to continue the maintenance services on the current Agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the attached Amendment No. 1 to the Agreement with Syscon Canada and Syscon US to continue providing services to the Department's Jail Information Management System (JIMS). The proposed Amendment No. 1 will amend the Agreement to reflect an internal reorganization of

A Tradition of Service

Syscon Justice Systems Ltd. and change its name to Syscon Justice Systems Canada Ltd. (Syscon Canada); and add Syscon US onto the Agreement jointly and severally with Syscon Canada as "Contractor." The proposed Amendment No. 1 extends the Agreement for a period of one year, effective February 23, 2009, and increases the Maximum Contract Sum by \$171,279 to \$1,610,048. The increase of \$171,279 is to provide the aggregate Monthly Maintenance Fees (as defined in the Agreement) for the first Option Term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the current contractor, Syscon Canada and Syscon US, to continue providing services for the Department's JIMS that provides more efficient management and processing of the Department's inmate population which averages approximately 19,000 inmates daily.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan; Goal 1, Service Excellence; and Goal 3, Organizational Effectiveness by ensuring that service delivery systems are efficient, effective, and goal-oriented. This will enable the Department to accurately, efficiently, and effectively track and process inmates through the jails, and foster collaboration between the Department and other law enforcement and justice-related agencies.

FISCAL IMPACT/FINANCING

The Department has identified sufficient funding in its Fiscal Year 2008-09 adopted budget for Amendment No. 1. The Department will continue to allocate the funds required to continue these services throughout the duration of this Agreement. The maximum contract sum for Amendment No. 1 only shall not exceed \$171,279. This Amendment No. 1 increases the Maximum Contract Sum from \$1,438,769 to \$1,610,048. Any subsequent executed Option Terms will increase the Maximum Contract Sum as defined in the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement was entered into by and between the County of Los Angeles and Syscon Justice Systems, Ltd. (Syscon) on December 2, 2003. In April 2007, Securus Technologies, Inc., and Appaloosa Acquisition Company Ltd., purchased all of the outstanding capital stock of Syscon's parent company, Syscon Holdings Ltd., and all of the subsidiaries of Syscon Holding, Ltd., including Syscon Canada and Syscon US. Following such purchase in July 2007, Syscon and several of its subsidiary and sister

companies organized under the laws of British Columbia, Canada were internally amalgamated resulting in Syscon Canada.

Currently, the commercial-off-the-shelf software products included in JIMS are proprietary to Syscon Canada; and the services for this Agreement will be provided by personnel from Syscon US and Syscon Canada. Therefore, Amendment No. 1 will change Syscon Justice Systems, Ltd. to Syscon Justice Systems Canada Ltd. to reflect the internal reorganizations described above and will add Syscon US onto the Agreement jointly and severally as "Contractor" to reflect that Syscon US will additionally be providing services under the Agreement.

The "Contractor" achieved "System Final Acceptance" of all modules included in Phase 1 of JIMS on May 23, 2008. The current period expires on February 22, 2009, nine months from the "System Final Acceptance Date." The Board has the option to extend the Agreement for an additional five one-year periods.

Phase 1 of this project has been considered a success, although the project did experience several schedule delays. Phase 1 deliverables produced much efficiency in the processing and managing of the Department's inmates, as well as cost avoidance obligations of managing Inmate's Trust Accounts.

On December 2, 2003, we advised the Board that the Department had developed a three-phase implementation plan to examine the various custody stand-alone systems and determine future enhancements. As stated above, Phase 1 has been successfully completed, and the Department has determined that Phase 2 and 3 will be consolidated to a single Phase 2 with multiple stages. The scoping of Stage 1 has been completed and the "Statement of Work" is under final review. Stage 1 will continue with a strategy of incrementally implementing Syscon Canada's commercial-off-the-shelf functionality that provides efficiencies with management of the Department's inmate population. The Department will be requesting Board approval on Phase 2, Stage 1 in the near future and as subsequent stages are developed.

CONTRACTING PROCESS

During Fiscal Year 2001-02, the Department sought commercial-off-the-shelf software solutions to update the Department's inmate management system. In addition to Syscon, four other vendors responded to the solicitation. The Department and the Los Angeles County Internal Services Department (ISD) conducted a detailed evaluation of the products, the vendors, and associated costs. Syscon was the only vendor that offered a totally web-based product, as well as meeting other technical requirements.

The Honorable Board of Supervisors
February 3, 2009
Page 4

County Counsel has reviewed and approved Amendment No. 1 as to form. The Chief Information Officer (CIO) has reviewed and approved Amendment No. 1.

Except as expressly provided in Amendment No. 1, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

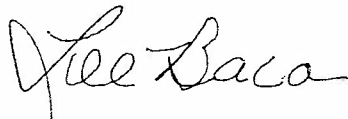
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure the continued operation of the Department's JIMS to enable custody to perform legally mandated responsibilities more efficiently, accurately, and expeditiously.

CONCLUSION


Upon approval by your Board, please return two adopted copies of this Board letter and two original executed copies of Amendment No. 1 to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA
SHERIFF

Reviewed by:



RICHARD SANCHEZ
ACTING CHIEF INFORMATION
OFFICER

**AMENDMENT NUMBER ONE
TO
AGREEMENT NO. 74666
FOR A JAIL INFORMATION MANAGEMENT SYSTEM (JIMS)
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
BETWEEN
COUNTY OF LOS ANGELES
AND
SYSCON JUSTICE SYSTEMS CANADA LTD. AND SYSCON JUSTICE
SYSTEMS, INC.**

This Amendment Number One (hereinafter "Amendment No. 1"), dated as of the Amendment No. 1 Effective Date (as defined below), is entered into by and between the County of Los Angeles (hereinafter "County") and Syscon Justice Systems Canada Ltd., a corporation organized under the laws of British Columbia, Canada (successor to Syscon Justice Systems Ltd.) ("Syscon Canada"), and Syscon Justice Systems, Inc., a corporation organized under the laws of the State of California ("Syscon US"), based on the following recitals:

WHEREAS, County and Syscon Justice Systems Ltd. ("Syscon") entered into that certain Agreement No. 74666, dated as of December 2, 2003 (together with all Exhibits, Schedules and Attachments thereto, hereinafter "Agreement"), for a Jail Information Management System (hereinafter "JIMS") for the benefit of County and, more specifically, the Los Angeles County Sheriff's Department (hereinafter the "Department").

WHEREAS, Syscon and, after the amalgamation described below, Syscon Canada have been modifying, customizing, developing interfaces, and providing other services with respect to certain System Software (as defined in the Agreement), in each case, pursuant to the terms and conditions of the Agreement.

WHEREAS, in April 2007, Securus Technologies, Inc., and Appaloosa Acquisition Company Ltd. purchased all of the outstanding capital stock of Syscon's parent company, Syscon Holdings Ltd., and all of the subsidiaries of Syscon Holdings, Ltd., including Syscon and Syscon US.

WHEREAS, in July 2007, following such purchase, Syscon and several of its subsidiary and sister companies also organized under the laws of British Columbia, Canada, were internally amalgamated, resulting in Syscon Canada.

WHEREAS, pursuant to this Amendment No. 1, County, Syscon Canada and Syscon US desire to amend the Agreement (1) to reflect the amalgamation of Syscon with and into Syscon Canada and (2) to add Syscon US onto the Agreement jointly and

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems Canada Ltd.
Syscon Justice Systems, Inc.*

*Amendment No. 1 to
JIMS Agreement*

severally with Syscon Canada as "Contractor", all as further described in, and pursuant to the terms and conditions of, this Amendment No. 1.

WHEREAS, additionally pursuant to this Amendment No. 1, County, Syscon Canada and Syscon US desire to extend the Term (as defined in the Agreement) for the first Option Term (as defined in the Agreement) permitted under Paragraph 8 (Term) of the Agreement, commencing on February 23, 2009, to allow for the continued provision of Maintenance Services (as defined in the Agreement) with respect to the System Software, in each case, as further described in, and pursuant to the terms and conditions of, this Amendment No. 1.

WHEREAS, County and Contractor additionally desire to amend the Agreement to increase the Maximum Contract Sum (as defined in the Agreement) by \$171,279.00, for a grand total of \$1,610,048.00, to provide for the aggregate Monthly Maintenance Fees (as defined in the Agreement) for the first Option Term, as further described in, and pursuant to the terms and conditions of, this Amendment No. 1.

WHEREAS, County and Contractor additionally desire to amend the Agreement to update certain provisions of the Agreement required by County's Board (as defined in the Agreement) to reflect changes made to such provisions since County and Contractor entered into the Agreement on December 2, 2003 and to make certain other revisions described herein, in each case, as further described in, and pursuant to the terms and conditions of, this Amendment No. 1.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 1. Unless otherwise noted, Paragraph references in this Amendment No. 1 shall refer to the body of the Agreement.
2. Incorporation of Recitals. The recitals to this Amendment No. 1 are hereby incorporated into the body of this Amendment No. 1 as if set forth in the body of this Amendment No. 1.
3. Agreement to be Joint and Several Contractors. Syscon Canada and Syscon US agree jointly and severally to accept and assume all duties and obligations of "Contractor" under and as defined in the Agreement. Syscon Canada and Syscon US covenant that they (a) ratify and confirm all terms, covenants, conditions and provisions of the Agreement, (b) will perform at their own expense all duties and

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems Canada Ltd.
Syscon Justice Systems, Inc.*

*Amendment No. 1 to
JIMS Agreement*

obligations of "Contractor" under and as defined in the Agreement and (c) will be bound by all terms, covenants, conditions and provisions with respect to "Contractor" under and as defined in the Agreement. Syscon Canada and Syscon US agree and represent that the corporate transactions described in the recitals to this Amendment No. 1 are not intended to, and Syscon Canada and Syscon US do not believe, that such corporate transactions shall have any financial impact or service delivery impact whatsoever for County under the Agreement.

4. Amendments to the Body of the Agreement. As of the Amendment No. 1 Effective Date, the body of the Agreement is amended as follows:

4.1. General Amendments

4.1.1 All references to "Contractor," "CONTRACTOR" and/or "Syscon Justice Systems Ltd." are hereby deemed to refer to and to include Syscon Justice Systems Canada Ltd. and Syscon Justice Systems, Inc., jointly and severally.

4.1.2 All references to "Paragraph 7 (Change Notices and Amendments)" are hereby replaced with "Paragraph 7 (Change Orders and Amendments)".

4.1.3 All references to "Paragraph 16.4 (Possession and Use of Source Code)" are hereby replaced with " Paragraph 16.4 (Use and Possession of Source Code)".

4.2. Specific Amendments

- 4.2.1 Preamble. Amend and restate the preamble to the Agreement in its entirety as follows:

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Syscon Justice Systems Canada Ltd., a corporation organized under the laws of British Columbia, Canada ("Syscon Canada"), located at 230-8211 Sea Island Way, Richmond, British Columbia V6X 2W3, and Syscon Justice Systems, Inc., a corporation organized under the laws of the State of California ("Syscon US"; jointly and severally with Syscon Canada, "Contractor"), located at 110 Blue Ravine Road, Suite 162, Folsom, California 95630.

- 4.2.2 Paragraph 2 (Definitions). Amend Paragraph 2 (Definitions) to:

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems Canada Ltd.
Syscon Justice Systems, Inc.*

*Amendment No. 1 to
JIMS Agreement*

- a) Amend the definition of "Contractor Project Manager" to delete reference to "Paragraph 5.1.3" and to replace it with "Paragraph 5.2.1".
 - b) Amend the definition of "CSCP certification" to delete reference to "Paragraph 31.3 of Exhibit A (Additional Terms and Conditions)" and to replace it with "Paragraph 32.3 of Exhibit A (Additional Terms and Conditions)".
 - c) Amend the definition of "CSSD" to delete reference to "Paragraph 30 (Contractor Certification of Principal Ownership Information) of Exhibit A (Additional Terms and Conditions)" and to replace it with "Paragraph 31 (Contractor Certification of Principal Ownership Information) of Exhibit A (Additional Terms and Conditions)".
 - d) Amend the definition of "Disabling Device" to delete reference to "Paragraph 12.7 of Exhibit A (Additional Terms and Conditions)" and to replace it with "Paragraph 12.8 of Exhibit A (Additional Terms and Conditions)".
 - e) Amend the definition of "Holdback Amount" to delete reference to "Paragraph 11.3.6" and to replace it with "Paragraph 11.4".
 - f) Amend the definition of "POI form" set forth to delete reference to "Paragraph 30 (Contractor Certification of Principal Ownership Information) of Exhibit A (Additional Terms and Conditions)" and to replace it with "Paragraph 31 (Contractor Certification of Principal Ownership Information) of Exhibit A (Additional Terms and Conditions)".
 - g) Amend the definition of "Pool Dollars" to delete the reference to "Paragraph 9.3" and to replace it with "Paragraph 9.5".
 - h) Amend the definition of "Prior Purchase Orders" to delete the reference to "Section" and to replace it with "Paragraph".
- 4.2.3 Paragraph 5.3.2 (Approval of Contractor's Staff). Amend Paragraph 5.3.2 to delete the phrase "Alex Kwok, Randy Fediuk, and Vipul Mishra" and to replace it with the phrase "Ron Payne, William Hutto, and Bob Kolysher".
- 4.2.4 Paragraph 9.2. (Maximum Contract Sum). Amend Paragraph 9.2. (Maximum Contract Sum) (a) to revise the first sentence of such Paragraph to delete the phrase "the Term" at the end of such sentence and to replace it with the phrase "Initial Term and the first Option Term" and

(b) to delete the reference to "\$1,438,769.00" and replace it with "\$1,610,048.00".

4.2.5 Paragraph 20 (Contractor's Offices). Amend Paragraph 20 (Contractor's Offices) by inserting the phrase "110 Blue Ravine Road, Suite 162, Folsom, California 95630 and" immediately following the phrase "offices are located at".

4.2.6 Paragraph 21 (Notices). Amend Paragraph 21 (Notices) to delete the notice information following "To Contractor:" and replace it with the following:

To Contractor: (1) Syscon Justice Systems, Inc.,
110 Blue Ravine Road, Suite 162,
Folsom, CA 95630
Attention: General Manager
Facsimile: (916) 608-4843

with a copy to: (2) Syscon Justice Systems Canada Ltd.
230-8211 Sea Island Way,
Richmond, British Columbia
Canada V6X 2W3
Attention: Jerry Baker
Facsimile: (604) 606-7654

5. Amendments to Exhibits, Attachments and Schedules. As of the Amendment No. 1 Effective Date, the Exhibits, Attachments and Schedules to the Agreement are amended as follows:

5.1. General Amendments

5.1.1 All references in the Exhibits, Attachments and Schedules to the Agreement to "Contractor," "CONTRACTOR" and/or "Syscon Justice Systems Ltd." are hereby deemed to refer to and to include Syscon Justice Systems Canada Ltd. and Syscon Justice Systems, Inc., jointly and severally.

5.1.2 All references in the Exhibits, Attachments and Schedules to the Agreement to "Paragraph 7 (Change Notices and Amendments)" are hereby replaced by "Paragraph 7 (Change Orders and Amendments)".

5.1.3 All references in the Exhibits, Attachments and Schedules to the Agreement to "Paragraph 16.4 (Possession and Use of Source Code)" are

hereby replaced by "Paragraph 16.4 (Use and Possession of Source Code)".

5.2 Specific Amendments

5.2.1 Exhibit A (Additional Terms and Conditions). Amend Exhibit A (Additional Terms and Conditions) to the Agreement to:

- a) Paragraph 18 (Contractor Responsibility and Debarment). Amend and restate Paragraph 18 (Contractor Responsibility and Debarment) in its entirety as follows:

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

- 18.1. Chapter 2.202 of the County Code. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

- 18.2. Non-responsible Contractor. The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit

corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

18.3. Contractor Hearing Board. (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

(3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

(6) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

(7) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

18.4. Subcontractors of Contractor. These terms shall also apply to subcontractors of County contractors.

- b) Paragraph 41 (Assignment by Contractor). Amend and restate Paragraph 41 (Assignment by Contractor) in its entirety as follows:

41. ASSIGNMENT BY CONTRACTOR.

- 41.1. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 41.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 41.3. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- c) Paragraph 45 (Licenses, Permits, Registrations, Accreditation, and Certificates). Amend Paragraph 45 (Licenses, Permits, Registrations, Accreditation, and Certificates) to delete the reference therein to "Joseph A. Cruz" and to replace it with "Mona Whittouck".
- d) Paragraph 51 (Contractor to Notify County when it has Reached 75% of Maximum Contract Sum (Under Contract Sum Provision)). Amend Paragraph 51 (Contractor to Notify County When It Has Reached 75% of Maximum Contract Sum (Under Contract Sum Provision)) (i) to delete the name "David E. Coleman, Lieutenant" and to replace it with "Richard C. Myers, Lieutenant" and (ii) to delete the reference to "Facsimile: (323) 415-3446" and to replace it with "Facsimile: (323) 415-3274".

5.2.2 Exhibit C (Price and Schedule of Payments). Amend and restate Exhibit C (Price and Schedule of Payments) to the Agreement in its entirety as set forth on Exhibit C (Price and Schedule of Payments) attached hereto and made a part hereof.

6. Effectiveness of Amendment No. 1 This Amendment No. 1. shall become effective on February 23, 2009, which is the date on which all of the following have occurred (such date, the "Amendment No. 1 Effective Date"):

- 6.1 County's Project Director shall have received an original counterpart to this Amendment No. 1, duly executed by an authorized representative of Contractor;
- 6.2 County Counsel shall have approved this Amendment No. 1. as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 1;
- 6.3 County's Board of Supervisors shall have approved this Amendment No. 1; and
- 6.4 Contractor is not in default under any material provision of the Agreement (as amended by this Agreement No. 1), except that, with respect to each provision which includes a materiality qualifier, Contractor shall be in full compliance with such provision.

7. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 1 all other provisions, and conditions of the Agreement shall remain the same and in full force and effect. As of the Amendment No. 1 Effective Date, all references in the Agreement to "this Agreement", "herein", "hereof", and words of similar import shall mean and shall be references to this Agreement, as amended by Amendment No. 1.
8. Authority. Contractor and the persons executing this Amendment No. 1 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 1 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
9. Governing Law. This Amendment No. 1 shall be governed by and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State.

* * *

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment No. 1 to be subscribed by the Chairman and seal of said Board to be hereto affixed and attested to by its Executed Officer, and Contractor has caused this Amendment No. 1 to be executed on its behalf by its dully authorized officer, effective as of the date authorized by the Board of Supervisors.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy



ATTEST:

SACHI A. HAMAI
Executive Officer-
Clerk of the Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Amanda M.L. Drukker
Senior Deputy County Counsel

COUNTY OF LOS ANGELES

By: [Signature]
Chairman, Board of Supervisors

SYSCON JUSTICE SYSTEMS CANADA LTD.,
jointly and severally as Contractor

By: [Signature]

PRINT NAME: DANIEL A. CRAWFORD

TITLE: PRESIDENT

DATE: 12 JAN, 2009

SYSCON JUSTICE SYSTEMS, INC., jointly and
severally as Contractor

By: [Signature]

PRINT NAME: DANIEL A. CRAWFORD

TITLE: PRESIDENT

DATE: 12 JAN, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52 - FEB 03 2009

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

74666

Supplement No. 1

Exhibit C (Price and Schedule of Payments)
Amended and Restated Under Amendment Number One
Schedule I. Payment Schedule by Deliverable

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (Including Out of Pocket Amount and Holdback)	Notes
1.0 Project Planning and Project Management							
	1.1 Project Control Document		\$9,563.70	\$11,436.30	\$0.00	\$21,000.00	Based upon 20 person-days.
	1.2 Project Status Reports (12 Monthly Invoices of \$8,775 each)		\$45,905.78	\$54,894.22	\$4,500.00	\$105,300.00	Based upon 8 person-days per month and total of 10 days on-site.
	Total For Task		\$55,469.48	\$66,330.52	\$4,500.00	\$126,300.00	
2.0 Web-Based Access to Inmate Information Module							
	2.6 Constructed and Tested Inmate Inventory and Housing History Queries		\$11,476.44	\$13,723.56	\$1,350.00	\$26,550.00	Half the fixed price for this query including 3 days on-site.
	2.7 Constructed and Tested General Portal Query with Drill Down Capability		\$15,301.93	\$18,298.07	\$1,800.00	\$35,400.00	Half the fixed price for the portal query and minor changes of deliverables 2.1 and 2.2. Also includes 4 days on-site.
	2.8 Constructed and Tested Label Generation and Related Reports for Non-financial Components		\$10,280.98	\$12,294.02	\$1,350.00	\$23,925.00	Half the fixed price for this query including 3 days on-site.
	2.12 Trained COUNTY Users in Query Access to Inmate Information	T&M	\$2,390.93	\$2,859.07	\$2,250.00	\$7,500.00	T&M for 5 days training on-site.
	2.13 Module Go-Live for Inmate Query Module	T&M	\$2,869.11	\$3,430.89	\$1,350.00	\$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	2.14 Module Acceptance for Inmate Query Module		\$37,059.35	\$44,315.65		\$81,375.00	Half the fixed price for all queries for this module (excl del. 2.12 and 2.13).
	2.14 Module Acceptance for Inmate Query Module - Initial Maintenance Payment*		\$8,275.00			\$8,275.00	Equal to 25% of first-year maintenance.
	Total For Task		\$87,653.74	\$94,921.26	\$8,100.00	\$190,675.00	
3.0 Classification Application Software Module							

**Exhibit C (Price and Schedule of Payments)
Amended and Restated Under Amendment Number One**

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	3.2 Constructed and Tested Classification Application Software Module		\$13,150.09	\$15,724.91	\$4,500.00	\$33,375.00	Half the fixed price for this module (excl. del 3.4 and 3.5) including 10 days on-site.
	3.4 Trained COUNTY Users in Classification Application Software Module	T&M	\$4,781.85	\$5,718.15	\$4,500.00	\$15,000.00	T&M for 10 days training on-site.
	3.5 Module Go-Live for Classification Application Software Module	T&M	\$4,781.85	\$5,718.15	\$2,250.00	\$12,750.00	T&M for 10 days implementation support with 5 days on-site.
	3.6 Module Acceptance for Classification Application Software Module		\$13,150.09	\$15,724.91		\$28,875.00	Half the fixed price for this module (excl. del 3.4 and 3.5).
	3.6 Module Acceptance for Classification Application Software Module - Initial Maintenance Payment*		\$5,400.00			\$5,400.00	Equal to 25% of first-year maintenance.
	Total For Task		\$41,263.88	\$42,886.12	\$11,250.00	\$95,400.00	
4.0 Case Jacket Tracking Application Software Module							
	4.2 Constructed and Tested Case Jacket Tracking Application Software Module		\$14,345.56	\$17,154.44	\$4,500.00	\$36,000.00	Half the fixed price for this module (excl. del 4.4 and 4.5) including 10 days on-site.
	4.4 Trained COUNTY Users in Case Jacket Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$1,800.00	\$6,000.00	T&M for 4 days training on-site.
	4.5 Module Go-Live for Case Jacket Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$900.00	\$5,100.00	T&M for 4 days implementation support with 2 days on-site.
	4.6 Module Acceptance for Case Jacket Tracking Application Software Module		\$14,345.56	\$17,154.44		\$31,500.00	Half the fixed price for this module (excl. del 4.4 and 4.5).
	4.6 Module Acceptance for Case Jacket Tracking Application Software Module - Initial Maintenance Payment*		\$4,716.00			\$4,716.00	Equal to 25% of first-year maintenance.
	Total For Task		\$37,232.60	\$38,883.40	\$7,200.00	\$83,316.00	
5.0 Property Tracking Application Software Module							

**Exhibit C (Price and Schedule of Payments)
Amended and Restated Under Amendment Number One**

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	5.2 Constructed and Tested Property Tracking Application Software Module		\$16,736.48	\$20,013.52	\$4,500.00	\$41,250.00	Half the fixed price for this module (excl. del 5.4 and 5.5) including 10 days on-site.
	5.4 Trained COUNTY Users in Property Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$1,800.00	\$6,000.00	T&M for 4 days training on-site.
	5.5 Module Go-Live for Property Tracking Application Software Module	T&M	\$1,912.74	\$2,287.26	\$900.00	\$5,100.00	T&M for 4 days implementation support with 2 days on-site.
	5.6 Module Acceptance for Property Tracking Application Software Module		\$16,736.48	\$20,013.52		\$36,750.00	Half the fixed price for this module (excl. del 5.4 and 5.5).
	5.6 Module Acceptance for Property Tracking Application Software Module - Initial Maintenance Payment*		\$6,776.00			\$6,776.00	Equal to 25% of first-year maintenance.
	Total For Task		\$44,074.44	\$44,601.56	\$7,200.00	\$95,876.00	
6.0 Agency Billing Application Software Module							
	6.1 Technical Support for for Agency Billing Application Software Module	T&M	\$4,781.85	\$5,718.15	\$4,500.00	\$15,000.00	T&M for up to 10 days technical assistance on-site.
	6.3 Constructed and Tested Agency Billing Application Software Module		\$19,127.41	\$22,872.59	\$4,500.00	\$46,500.00	Half the fixed price for this module (excl. del 6.4 and 6.5) including 10 days on-site.
	6.5 Trained COUNTY Users in Agency Billing Application Software Module	T&M	\$4,781.85	\$5,718.15	\$4,500.00	\$15,000.00	T&M for 10 days training on-site.
	6.6 Module Go-Live for Agency Billing Application Software Module	T&M	\$4,781.85	\$5,718.15	\$2,250.00	\$12,750.00	T&M for 10 days implementation support with 5 days on-site.
	6.7 Module Acceptance for Agency Billing Application Software Module		\$19,127.41	\$22,872.59		\$42,000.00	Half the fixed price for this module (excl. del 6.4 and 6.5).
	6.7 Module Acceptance for Agency Billing Application Software Module - Initial Maintenance Payment*		\$6,238.00			\$6,238.00	Equal to 25% of first-year maintenance.
	Total For Task		\$58,838.37	\$62,899.63	\$15,750.00	\$137,488.00	
7.0 Medical Co-Pay and Pay-For-Stay Interfaces							

**Exhibit C (Price and Schedule of Payments)
Amended and Restated Under Amendment Number One**

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes
	7.2 Constructed and Tested Medical Co-Pay Interface	T&M	\$5,977.32	\$7,147.68	\$2,250.00	\$15,375.00	Based upon half the price for this interface including 5 days on-site.
	7.5 Constructed and Tested Pay-For-Stay Interface	T&M	\$6,216.41	\$7,433.59	\$2,250.00	\$15,900.00	Based upon half the price for this interface including 5 days on-site.
	7.7 Trained COUNTY Users in Medical Co-Pay and Pay-For-Stay T&M Interfaces	T&M	\$2,390.93	\$2,859.07	\$2,250.00	\$7,500.00	T&M for 5 days training on-site.
	7.8 Go-Live for Medical Co-Pay and Pay-For-Stay T&M Interfaces	T&M	\$2,869.11	\$3,430.89	\$1,350.00	\$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	7.9 Final Acceptance for Medical Co-Pay and Pay-For-Stay T&M Interfaces		\$12,193.73	\$14,581.27		\$26,775.00	Based upon half the price for the two interfaces.
	Total For Task		\$29,647.50	\$35,452.50	\$8,100.00	\$73,200.00	
8.0 XML Interface Software Module and Customized T&M Interfaces							
	8.2 Module Acceptance for XML Interface Software Module		\$19,719.45	\$23,580.55		\$43,300.00	Software licensing costs for this module including tax.
	8.2 Module Acceptance for XML Interface Software Module - Initial Maintenance Payment*		\$2,400.00			\$2,400.00	Equal to 25% of first-year maintenance.
	8.4 Constructed and Tested Customized AJIS/RAJIS T&M Interfaces	T&M	\$19,844.69	\$23,730.31	\$1,800.00	\$45,375.00	Based upon half the price for these interfaces (excl. del 8.6 and 8.7) plus 4 days on-site.
	8.6 Trained COUNTY Users in Customized AJIS/RAJIS T&M Interfaces	T&M	\$1,434.56	\$1,715.44	\$1,350.00	\$4,500.00	T&M for 3 days training on-site.
	8.7 Go-Live for Customized AJIS/RAJIS T&M Interfaces	T&M	\$2,869.11	\$3,430.89	\$1,350.00	\$7,650.00	T&M for 6 days implementation support with 3 days on-site.
	8.8 Acceptance of Customized AJIS/RAJIS T&M Interfaces		\$19,844.69	\$23,730.31		\$43,575.00	Based upon half the price for these interfaces (excl. del 8.6 and 8.7) plus 4 days on-site.
	Total For Task		\$66,112.50	\$76,187.50	\$4,500.00	\$146,800.00	
9.0 System Final Acceptance							

County of Los Angeles
Sheriff's Department

**Exhibit C (Price and Schedule of Payments)
Amended and Restated Under Amendment Number One**

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (Including Out of Pocket Amount and Holdback)	Notes
	9.1 System Final Acceptance					\$462,162.49	Release of Holdback upon final system acceptance.
	Total All-in to Final Acceptance		\$420,292.51	\$462,162.49	\$66,600.00	\$949,055.00	
	Pool Dollars (based upon approximately one-third of the Total All-in to Final Acceptance)					\$339,469.00	
	Stub Period Maintenance** - Trust Accounting Only					\$27,902.00	
	Monthly Maintenance Fee - All Modules (Nine Months)					\$122,343.00	
	Monthly Maintenance Fee - All Modules (Option Year 1)					\$171,279.00	
	Maximum Contract Sum					\$1,610,048.00	

*The Initial Maintenance Payment is intended to cover the period from the Module Acceptance Date for such Module to the System Final Acceptance Date. No additional amount will be owing to Contractor for such period, nor will any credit be due to County, irrespective of the length of such period.

**Exhibit C (Price and Schedule of Payments)
Amended and Restated Under Amendment Number One**

Task	Deliverables (Pay Points Only)	T&M Work	Payable Amount for Work (excluding Out of Pocket Amount and Holdback)	Invoice Holdback (54.46% Rounded)	Budgeted Fixed Price Out of Pocket Expense Amount	Total for Deliverable (including Out of Pocket Amount and Holdback)	Notes

**The amount payable here is intended to cover the period from the expiration of the Trust Accounting Warranty Period to the System Final Acceptance Date. The actual period is estimated to be approximately one year, but may be a shorter period or may be longer. County will not be entitled to a credit if the period is shorter than one year, nor will Contractor be entitled to additional payments if the period is longer than one year.

Exhibit C (Price and Schedule of Payments)
Amendment Number One

Schedule II. Maintenance Fees Schedule

Item #	System Software Module	Stub Period	Initial					Option Year 3	Option Year 4	Option Year 5
			Nine Months	Year 1	Year 2	Year 3	Year 4	Year 5		
1	Trust Accounting	\$27,902 *	\$20,927	\$29,297	\$30,762	\$32,300	\$33,915	\$35,611		
2	Inmate Information (ITAG)									
3	Kernel		\$24,824	\$34,754	\$36,492	\$38,316	\$40,232	\$42,244		
4	Classification		\$16,200	\$22,680	\$23,814	\$25,005	\$26,255	\$27,568		
5	Property Tracking		\$20,329	\$28,460	\$29,883	\$31,377	\$32,946	\$34,594		
6	Agency Billing		\$18,715	\$26,201	\$27,511	\$28,886	\$30,331	\$31,847		
7	Case Jacket Tracking		\$14,148	\$19,807	\$20,798	\$21,837	\$22,929	\$24,076		
	XML Interface		\$7,200	\$10,080	\$10,584	\$11,113	\$11,669	\$12,252		
	System Software – Total									
	Annual System Software									
	Maintenance Support									
	Fees	\$27,902	\$122,343	\$171,279	\$179,844	\$188,834	\$198,277	\$208,192		

* The amount payable here is intended to cover the period from the expiration of the Trust Accounting Warranty Period to the System Final Acceptance Date. The actual period is estimated to be approximately one year, but may be a shorter period or may be longer. County will not be entitled to a credit if the period is shorter than one year, nor will Contractor be entitled to additional payments if the period is longer than one year.

**Exhibit C (Price and Schedule of Payments)
Amendment Number One**

Schedule III. Professional Fees Schedule

Hourly Labor Rate: \$150/hour

Daily Labor Rate: \$1050/day

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems Canada, Ltd.
Syscon US*

*JIMS Agreement
Exhibit C (Amendment No. One)
Price and Schedule of Payments*

CIO ANALYSIS

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74666 WITH SYSCON JUSTICE SYSTEMS, INC. FOR CUSTOMIZATION AND IMPLEMENTATION OF THE JAIL INFORMATION MANAGEMENT SYSTEM PHASE 1

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 9 months from # of Options Five 1-yr terms
Final Acceptance

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief David Betkey, Sheriff Department

Budget Information :

Y-T-D Contract Expenditures	\$ 1,438,769
Requested Contract Amount	\$ 171,279
Aggregate Contract Amount	\$ 1,610,048

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? The JIMS project is 100% offset by the Inmate Welfare Fund.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided under this Amendment will assist the Sheriff's Department in maintaining the modules implemented in JIMS Phase I in support of the County's Strategic Goal 1 – Service Excellence and Goal 3 – Organizational Effectiveness.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2008-09 Business Automation Plan.

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The JIMS Project complies with the IT Directions document by utilizing web-based enterprise solutions to meet department needs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? JIMS utilizes web-based technologies with an underlying Oracle database.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTTS).

Project/Contract Description:

The proposed Amendment is to recognize the merger of Syscon Justice Systems Ltd. with Syscon Canada and to execute the option for the first one-year term. The contract sum will also be increased by \$171,279 to a revised total of \$1,610,048 to cover the cost of one-year's support and maintenance of the Sheriff Department's Jail Information Management System (JIMS).

Background:

JIMS supports the tracking and processing of inmates through the jails that average approximately 19,000 daily. The original Agreement was executed on December 2, 2003, and the Sheriff's Department completed and accepted the deliverables described in JIMS Phase I in May 2008. The term of the Agreement is nine months from the date of Final Acceptance by the County and is set to expire on February 22, 2009.

Project Justification/Benefits:

This Amendment will provide the support and maintenance from Syscon for an additional year while the Sheriff's Department finalizes its plans and secures the funding required to initiate the JIMS Phase II.

Project Metrics:

The terms and service levels for maintenance are clearly defined in the Agreement and remain unchanged by this Amendment.

Impact on Service Delivery or Department Operations, If Proposal Is Not Approved:

The approval of this proposed Amendment is required to recognize the merger of Syscon Justice Ltd and Syscon Canada and to provide up to three additional years of technical support and maintenance while the Sheriff's Department embarks on the second phase of the JIMS project.

Alternatives Considered:

None.

Project Risks:

There is minimal project risk since the Sheriff's Department has concluded Final Acceptance of all functionality implemented in JIMS Phase I on May 23, 2008.

Risk Mitigation Measures:

Adequate mitigation measures have been established in the Agreement and project.

Financial Analysis:

The proposed Amendment increases the contract sum by \$171,279 to \$1,610,048. The Sheriff's Department has identified sufficient funding in its Fiscal Year 2008-09 Adopted Budget for this Amendment.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends Board approval.

CIO APPROVAL

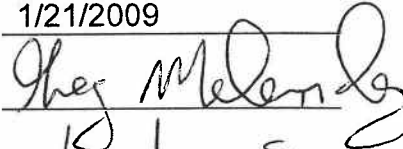
Date Received: 1/15/2009

Prepared by: Peter Loo

Date: 1/21/2009

Approved:

Date:


1/21/2009